

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO**

JOHN DILLON,

Plaintiff,

v.

Case No. _____

DISH NETWORK, LLC, a Colorado limited liability company, authorized to, and doing business in the State of New Mexico; DISH NETWORK SERVICE, LLC, a Colorado limited liability company, authorized to, and doing business in the State of New Mexico; and JOHN DOE, an employee and/or agent of DISH NETWORK, LLC and/or DISH NETWORK SERVICE, LLC;

Defendants.

NOTICE OF REMOVAL

Defendants DISH Network, LLC, Dish Network Service, LLC, and Fictitious Defendant “John Doe,” by and through undersigned counsel, and pursuant to 28 U.S.C. §§ 1332(a), 1441(a) and (b), and 1446, and the applicable Local Rules of the United States District Court for the District of New Mexico, hereby remove the above-captioned civil action from the Eighth Judicial District Court of the State of New Mexico, Taos County, to the United States District Court for the District of New Mexico. In support thereof, Defendants state as follows:

I. PROCEDURAL HISTORY

1. Plaintiff John Dillon (“Dillon”) commenced a civil action against Defendants in the Eighth Judicial District Court, County of Taos, State of New Mexico, captioned John

Dillon v. DISH Network, LLC, Dish Network Service, LLC, and John Doe, Cause No. D-820-CV-2022-00193. *See* Complaint, attached hereto as *Exhibit A*.

2. Defendant DISH Network, LLC was served with the Complaint on June 28, 2022. *See* Summons Return, attached as *Exhibit B*.

3. Defendant Dish Network Service, LLC was served with the Complaint on June 28, 2022. *See* Summons Return, attached as *Exhibit C*.

4. Defendant “John Doe” c/o Dish Network Service, LLC was served with the Complaint on June 28, 2022. *See* Summons Return, attached as Exhibit D.

5. The Notice of Removal has been filed in accordance with 28 U.S.C. §§1441(b) and 1446.

II. TIMELINESS OF REMOVAL

6. This Notice of Removal is filed within 30 days of Defendants’ receipt of service upon them.

7. The time for Defendants to answer, move, or otherwise plead with respect to the Complaint has not yet expired.

8. Therefore, this Notice of Removal is timely filed pursuant to 28 U.S.C. § 1446(b). Moreover, the matter has been pending for less than one year.

9. Pursuant to 28 U.S.C. § 1446(b)(1), this Notice of Removal is timely.

III. BASIS FOR REMOVAL

10. Removal of this case is proper under 28 U.S.C. §1441 and 28 U.S.C. §1332, because complete diversity of citizenship exists between the Plaintiff and Defendants and based upon assertions in the Complaint and a demand issued by Plaintiff, the amount in controversy exceeds Seventy-Five Thousand Dollars (\$75,000.00) exclusive of costs and interest.

A. Diversity of Citizenship

The Parties in this Action are Citizens of Different States.

11. For diversity purposes, a person is a “citizen” of the state in which he is domiciled.” *Kantor v. Wellesley Galleries, Ltd.*, 704 F.2d 1088, 1090 (9th Cir. 1983). Residence is prima facie evidence of domicile. *State Farm Mut. Auto Ins. Co. v. Dyer*, 19 F.3d 514, 520 (10th Cir. 1994).

12. Plaintiff is a resident of Taos County, New Mexico. (*See Exhibit A* at ¶ 1). Accordingly, Plaintiff is also a citizen of the State of New Mexico.

13. Defendant DISH Network, LLC is a limited liability company formed under the laws of Colorado, with its headquarters located in Englewood, Colorado. An LLC is deemed to be a citizen of the state where each of its members resides. No member of DISH Network, LLC is a resident or citizen of New Mexico. Accordingly, Defendant DISH Network, LLC can be considered a citizen of New Mexico. For purposes of removal jurisdiction, Defendant DISH Network, LLC is not a citizen of New Mexico.

14. Defendant Dish Network Service, LLC is a limited liability company formed under the laws of Colorado, with its headquarters located in Englewood, Colorado. An LLC is deemed to be a citizen of the state where each of its members resides. No member of Dish Network Services, LLC is a resident or citizen of New Mexico. Accordingly, Defendant Dish Network Services, LLC can be considered a citizen of New Mexico. For purposes of removal jurisdiction, Defendant Dish Network Services, LLC is not a citizen of New Mexico.

15. The citizenship of the unnamed, unidentified Fictitious Defendants should be ignored for purposes of determining whether this action is removable based on diversity of citizenship. *See* 28 U.S.C. § 1441(b)(1) (“In determining whether a civil action is removable on

the basis of [diversity of citizenship], the citizenship of defendants sued under fictitious names shall be disregarded.”).

16. Based upon the foregoing, for purposes of removal jurisdiction, complete diversity exists between Plaintiff and Defendants.

B. Value of Matter in Controversy

17. Under 28 U.S.C. §1441(a), “the amount in controversy is ordinarily determined by the allegations of the complaint, or, where they are not dispositive, by the allegations in the notice of removal.” *Martin v. Franklin Capital Corp.*, 251 F.3d 1284, 1290 (10th Cir. 2001). The Tenth Circuit has clarified this standard by stating that the removing Defendant “must affirmatively establish jurisdiction by proving jurisdictional *facts* that made it *possible* that \$75,000 was in play...[i]t is only the jurisdictional facts that must be proven by a preponderance – not the legal conclusion that the statutory threshold amount is in controversy.” *McPhail*, 529 F.3d at 955 (emphasis in original). The Tenth Circuit has noted, however, that a Plaintiff cannot avoid removal merely by not alleging the jurisdictional amount, as such a practice/policy would frustrate the purpose of diversity jurisdiction, “which is, after all, to protect the out- of-state Defendant.” *McPhail*, 529 F.3d at 955.

18. To determine whether the amount in controversy requirement is met, a court may aggregate actual damages, punitive damages, attorney’s fees, and statutorily imposed penalties, if any, but not interest or costs. *Trujillo v. Reynolds*, No. CIV 07-1077 JB/RLP, 2008 WL 2323521, *3 (Jan. 17, 2008).

19. A removing Defendant may satisfy its burden by proving jurisdictional facts that make it possible that more than \$75,000 is at issue by “rely[ing] on an estimate of the potential damages from the allegations in the complaint.” *Id.* In doing this, the Defendant may

specify the numerical value of the damage or may not and just allege that the amount in controversy exceeds \$75,000 by setting out the specific factual allegations supporting that conclusion. *Id.* at 956 (citing *Luckett v. Delta Airlines, Inc.*, 171 F.3d 295, 298 (5th Cir. 1999); *see also Hanna v. Miller*, 163 F.Supp.2d 1302, 1306 (D.N.M. 2001) (stating that courts may consider the substance and nature of the injuries and damages described in the pleadings and finding significant value in Plaintiff's claims where complaint alleged "severe injuries" and "permanent impairment").

20. The Complaint, pursuant to the New Mexico Rules of Civil Procedure, contains no allegations for damages in a specific monetary amount. The Complaint, however, alleges Plaintiff is entitled to compensatory damages for the following categories: serious bodily injury (concussion and traumatic brain injury, neck, back, ankle and arm); past and future medical expenses; past and future pain and suffering; past and future loss of enjoyment of life; nature, extent and duration of injury, including disfigurement or impairment; and loss of life expectancy. *See Exhibit A*, ¶¶ 27, 34 and Prayer for Relief. Plaintiff has also asserted entitlement to punitive damages (*Id.*, Count III, pg. 9).

21. Although Defendants do not admit Plaintiff has been damaged in any amount by any act or omission of any Defendant, based on the damage allegations in the Complaint as well as the demand issued by Plaintiff, the amount in controversy exceeds \$75,000.00, exclusive of interest and costs, as required for diversity jurisdiction pursuant to 28 U.S.C. §1332.

22. Thus, pursuant to 28 U.S.C. § 1332(a), this Court has jurisdiction over this matter, in that the parties hereto are citizens of different states and the amount in controversy, exclusive of interest and costs, is in excess of \$75,000.

IV. NOTICE OF ADVERSE PARTY AND STATE COURT

23. Defendants, upon filing this Notice of Removal, are filing a copy of this Notice of Removal with the District Clerk of the Eighth Judicial District Court in the State of New Mexico, Taos County, in accordance with 28 U.S.C. §1446(d). A copy of the Notice of Filing of Notice of Removal is attached as *Exhibit C*.

24. Pursuant to by 28 U.S.C. Section §1446(d), written notice of removal is being served on counsel of record.

V. FILINGS FROM STATE COURT DOCKET

25. Pursuant to D.N.M. LR-CIV 81.1(a) of the Local Civil Rules of the United States District Court for the District of New Mexico, legible copies of records and proceedings from the state court action are being filed herewith.

Defendants reserve, preserve, and do not waive, any and all defenses they may have to Plaintiff's Complaint, including without limitation, insufficiency of process, insufficiency of service of process, lack of jurisdiction over the person and failure to join necessary and indispensable parties.

WHEREFORE, Defendants respectfully request that this case be entered upon the docket of the United States District Court for the District of New Mexico, pursuant to 28 U.S.C. §§ 1441 and 1446.

Respectfully Submitted,

BUTT THORNTON & BAEHR PC

/s/ Monica R. Garcia

Monica R. Garcia

P.O. Box 3170

Albuquerque, New Mexico 87190

Telephone: (505) 884-0777

Facsimile: (505) 889-8870

mrgarcia@btblaw.com

Attorneys for Defendants

I HEREBY CERTIFY that on the 26th day of July 2022, I filed the foregoing electronically through the CM/ECF filing system, which caused the following parties or counsel to be served by electronic means, as more fully reflected on the Notice of Electronic Filing:

John F. Higgins – john@higginslawfirm.com

Robert M. Strumor – rstrumor@gmail.com

Attorneys for Plaintiff

/s/ Monica R. Garcia

Monica R. Garcia

The JS-44 civil cover sheet and information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

1. (a) PLAINTIFFS

JOHN DILLON

(b) County of Residence of First Listed Plaintiff: Taos County, NM

(EXCEPT IN U.S. PLAINTIFF CASES)

DEFENDANTS DISH NETWORK, LLC

County of Residence of First Listed Defendant: Arapahoe County, CO

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

John Frank Higgins

Higgins Law Firm

500 Marquette Ave NW, Suite 1200

Albuquerque, NM 87102

Phone: 505-944-5400

john@higginslawfirm.com

Robert M. Strumor

Law Offices of Robert M. Strumor, LLC

8 Likely Place, United A

Santa Fe, NM 87508

Phone: 505-660-2594

rstrumor@gmail.com

Butt Thornton & Baehr, P.C.

Monica R. Garcia, Esq.

4101 Indian School Rd. N.E. #300

Albuquerque, NM 87110

Telephone: 505- 884-0777

mrgarcia@btblaw.com**II. BASIS OF JURISDICTION (PLACE AN "X" IN ONE BOX ONLY)**

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

(For Diversity Cases Only)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|---------------------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input checked="" type="checkbox"/> 1 | Incorporated or principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input checked="" type="checkbox"/> 2 | Incorporated and principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUITE (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault Libel & Slander <input type="checkbox"/> 330 Federal Employers Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input checked="" type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury – Med. Malpractice <input type="checkbox"/> 365 Personal Injury – Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt Relations <input type="checkbox"/> 730 Labor/Mgmt Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl Ret Inc. Security Act	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 480 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housings Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence HABEAS CORPUS: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395 ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIW C/DIW W (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS – Third Party 26 USC 7609	

V. ORIGIN (PLACE AN "X" IN ONE BOX ONLY)

- ☐ 1 Original Proceeding
- ☒ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation
- ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION(Cite the U.S. Civil Statute under which you are filing. (Do not cite jurisdictional statutes unless diversity.):
28 U.S.C. §1441 and 28 U.S.C. §1332

Brief description of cause: personal injuries and damages arising from trip and fall incident

VII. REQUESTED IN COMPLAINT:CHECK IF THIS IS A CLASS ACTION
☐ UNDER F.R.C.P. 23**DEMAND \$**

CHECK YES only if demanded in Complaint

JURY DEMAND: YES ☐ **NO** ☒ **X****VIII. RELATED CASE(S) IF ANY** (See instructions)

JUDGE

DOCKET NUMBER

DATE

July 26, 2022

SIGNATURE OF ATTORNEY OF RECORD

/s/ Monica R. Garcia

FILED
8TH JUDICIAL DISTRICT COURT
TAOS COUNTY NM
FILED IN MY OFFICE
6/22/2022 6:53 PM
LAUREN M. FELTS-SALAZAR
DISTRICT COURT CLERK
NC

STATE OF NEW MEXICO
COUNTY OF TAOS
EIGHTH JUDICIAL DISTRICT

JOHN DILLON,

Plaintiff,

v.

No. D-820-CV-2022-00183

DISH NETWORK, LLC, a Colorado limited liability company, authorized to, and doing business in the State of New Mexico; DISH NETWORK SERVICE, LLC, a Colorado limited liability company, authorized to, and doing business in the State of New Mexico; and JOHN DOE, an employee and/or agent of DISH NETWORK, LLC and/or DISH NETWORK SERVICE, LLC;

Defendants.

**COMPLAINT FOR NEGLIGENCE, GROSS NEGLIGENCE,
PERSONAL INJURIES, COMPENSATORY AND PUNITIVE DAMAGES**

COMES NOW, Plaintiff, John Dillon (hereinafter "Plaintiff" or "Plaintiff Dillon"), by and through his undersigned attorneys, THE LAW OFFICES OF ROBERT M. STRUMOR, LLC, Robert M. Strumor, Esq. and HIGGINS LAW FIRM, John Frank Higgins, and for Plaintiff's Complaint for Negligence, Gross Negligence, Personal Injuries and Compensatory and Punitive Damages states and alleges as follows:

EXHIBIT A

I.

Jurisdictional Background

1. At all times material, Plaintiff was and is a *sui juris* resident of Taos County, New Mexico and over the age of eighteen (18);

2. Upon information and belief, DISH NETWORK, LLC is and was at all times material hereto a limited liability company, organized and existing under the laws of the State of Colorado, which is duly authorized to conduct business within the State of New Mexico;

3. Upon information and belief, DISH NETWORK SERVICE, LLC is and was at all times material hereto a limited liability company, organized and existing under the laws of the State of Colorado, which is duly authorized to conduct business within the State of New Mexico;

4. DISH NETWORK, LLC and DISH NETWORK SERVICE, LLC (hereinafter collectively referred to as “DISH” or “Defendant Dish”) have a principal place of business being located at 9601 S Meridian Blvd, Englewood, CO 80112. The registered agent of DISH for service of process is Corporation Service Company, 110 E. Broadway St, Hobbs, NM 88240.

5. Upon information and/or belief, Defendant Dish has been conducting business in the County of Taos, State of New Mexico, itself and through its employees, affiliates, subsidiaries, agents, and independent contractors, continuously since January 22, 2004, by providing its customers with satellite television service to those customers in Taos County, New Mexico, and installing its equipment on the property of its customers and charging its customers for its satellite television service by billing and collecting a monthly fee from its customers;

6. Plaintiff Dillon has been a continuous customer of Defendant Dish for more than ten years prior to the accident on July 1, 2019;

7. Upon information and belief, Defendant John Doe (hereinafter “Defendant Doe” or “Defendant John Doe”) was at all times material to Plaintiff’s claims an employee/tech/installer and agent of Defendant DISH and was working within the scope of his employment with Defendant Dish on July 1, 2019 when he was dispatched to Plaintiff’s residence to reposition the Dish network satellite dish that has previously been installed by Defendant Dish on the Plaintiff’s property in the County of Taos, State of New Mexico. (Defendant Dish and Defendant John Doe are referred to collectively as “Defendants” unless identified individually);

8. When Defendant John Doe arrived at the Plaintiff’s residence, he identified himself to Plaintiff only as “Robert” and did not provide the Plaintiff a last name or any documents with his full name on them or any other form of identification;

9. When Defendant John Doe left the Plaintiff’s residence on July 1, 2019, he did not present the Plaintiff with any work orders or other documents indicating that he had just performed a service on the Dish network satellite located on the Plaintiff’s property;

10. As of the date of this Complaint, Plaintiff has not discovered the full name of Defendant John Doe, however, upon information and/or belief Defendant John Doe is a resident of Taos County, New Mexico, and was an employee of Defendant Dish on July 1, 2019 the date of the accident and later on July 27, 2019 when he returned to the Plaintiff’s residence, again, at the direction of Defendant Dish;

11. Plaintiff expects to learn the full identity and job description of Defendant John Doe through discovery and will request leave of the Court to amend this Complaint to allege the true name and capacity of Defendant John Doe when his identity becomes known;

12. This Court has jurisdiction over the subject matter herein because the injuries to the Plaintiff caused by the Defendants occurred in Taos County, New Mexico. In addition, Defendant Dish actively conducts business in Taos County, New Mexico and, therefore, this Court has *in personam* jurisdiction over the named parties in this action. In addition, venue is proper in this Court.

II.

Facts Common to All Claims

13. On July 1, 2019, Plaintiff authorized Defendant Dish through its representatives, agents, employees, affiliates, and/or its subcontractors at the Plaintiff's home in Taos County, New Mexico, to correct a technical problem with Defendant Dish's satellite and reception equipment which had been causing poor quality reception for Plaintiff's home television;

14. On July 1, 2019, Defendant John Doe arrived at Plaintiff Dillon's residence in a vehicle that was clearly marked with the Dish logo. In addition, Defendant John Doe came to the property and he identified himself as "Robert" from DISH, however, he did not present the Plaintiff with any form of identification;

15. Defendant John Doe, who has previously identified himself as Robert, diagnosed the problem as the mis-positioning of the Defendant Dish's satellite equipment, and proceeded to remedy the situation by moving the satellite dish and cable attached to the antenna from where it was previously located on the East side of an earthen walkway leading out of Plaintiff's residence to a location on the Plaintiff's driveway which was approximately 10 to 12 feet to the West side of the same earthen walkway;

16. Defendant John Doe knew or should have known that moving the location as recommended would leave a coaxial cable exposed on the primary pathway from the Plaintiff to his driveway and the location where his vehicle was parked;

17. Despite the representation, by Defendant John Doe that the cable would be buried, Defendant John Doe left the Plaintiff's premises without burying the cable;

18. Later on the evening of July 1, 2019, at dusk, Plaintiff Dillon, who was not aware that the DISH cable had not been buried, left his house to retrieve some property from his parked truck, tripped over the unburied and exposed DISH cable;

19. As the result of tripping and falling on the exposed DISH cable, the Plaintiff fell and landed on his driveway directly on his head, neck, back, ankle and arm causing him to suffer serious injuries to his head, back, neck, ankle and arm, including but not limited to a concussion and traumatic brain injury.

III.

COUNT I

Negligence of Defendant Dish, Creating a Dangerous Condition

20. Defendant John Doe and Defendant Dish created a dangerous condition by positioning of the DISH cable directly on top and across the walkway leading from the Plaintiff's family residence to the Plaintiff's driveway, which directly and proximately caused Plaintiff Dillon to unexpectedly trip and fall over the exposed unburied cable, causing the Plaintiff grievous and permanent serious injuries;

21. Defendant Dish, through its employee Defendant Doe, negligently and recklessly placed the naked cable across Plaintiff's path of walking without warning the Plaintiff or marking

the exposed cable or installing any protective covering over the exposed cable and thereby Defendants Dish and John Doe created an unreasonably dangerous condition which directly and proximately caused Plaintiff Dillon to incur immediate and permanent personal injuries, medical expenses and pain and suffering, including but not limited to traumatic brain injury .

22. Defendant DISH and its affiliates, agents, contractors and employees, in particular, Defendant John Doe, owed Plaintiff John Dillon a duty to use ordinary care to keep the worksite premises, safe and secure for the Plaintiff, in this case Plaintiff's walkway and yard where DISH's antennae and cable were re-located by Defendant Dish;

23. Defendants' negligence includes, but is not limited to, creating an unsafe condition by re-positioning of the DISH satellite dish and cable and subsequent placement of it directly across the Plaintiff's walkway without burying it so as to avoid a trip hazard, without warning to Plaintiff, and failing to adequately train its tech installers in the proper and safe placement of a cable which should have been buried or marked so as to not create an obvious trip hazard to the Plaintiff;

24. Defendants' negligence includes one or more of the following acts or omissions: actually creating the hazard on Plaintiff's premises which caused Plaintiff's injuries, failure to provide adequate safeguards, failure to inspect the premises for hazardous and dangerous conditions, failure to adequately maintain or repair the premises, failure to properly train and supervise its employees, negligent management of the premises, and/or failure to otherwise avoid, discover and correct the hazardous situation that caused Plaintiff Dillon to trip and fall and thereby suffering serious and permanent injuries;

25. The foregoing described acts and omissions of Defendants are so egregious as to constitute gross negligence which entitles the Plaintiff to recover punitive damages against the Defendants in addition to compensatory damages due to the Defendants' ordinary negligence;

26. The accident suffered by the Plaintiff on July 1, 2019, which seriously and permanently injured the Plaintiff, occurred as a direct and proximate result of Defendants' negligence (which may be shown, *inter alia*, by means of circumstantial evidence or *res ipsa loquitur*);

27. As a direct result of Defendants' negligence, Plaintiff has suffered compensatory damages and/or losses including but not limited to:

- A. Past Medical Expenses;
- B. Future Medical Expenses;
- C. Past Pain and Suffering;
- D. Future pain and suffering;
- E. Past Loss of Enjoyment of Life;
- F. Future Loss of Enjoyment of Life;
- G. Nature, Extent and Duration of Injury, including Disfigurement or Impairment and loss of quality of life and loss of life expectancy.

IV.

COUNT II - *Respondeat Superior*

Negligence of Defendant DISH Failing to Train, Monitor, and Supervise its Employees

28. Plaintiff restates and incorporates Paragraphs 1-27 of Plaintiff's Complaint as if fully pleaded herein;

29. Defendant John Doe, as an employee, agent or contractor of DISH, and in the furtherance of DISH's business interests, negligently mismanaged the diagnosis, planning and implementation of moving/protecting and not properly burying the DISH cable on Plaintiff's property, and Defendant John Doe's negligent acts and omissions caused Plaintiff Dillon's injuries described herein;

30. Defendant Dish failed to properly train, monitor and supervise Defendant John Doe, and Defendant Dish negligently and recklessly entrusted Defendant John Doe with the task of repairing and re-positioning the DISH cable at Plaintiff's residence;

31. Defendant Dish and its management knowingly approved of and later ratified Defendant John Doe's installation of the cable at Plaintiff's residence even though they knew or should have known of Defendant John Doe's lack of qualifications;

32. Defendant Dish's failure to adequately train, monitor, and supervise Defendant John Doe directly caused the Plaintiff's injuries and entitles the Plaintiff to recover compensatory and punitive damages against Defendant Dish for its failure to train, monitor, and supervise Defendant John Doe;

33. Defendant Dish is liable for both its direct negligence in negligently retaining, training, monitoring, and supervising Defendant John Doe and in later approving of and ratifying Defendant John Doe's negligent, reckless, and intentional conduct under the New Mexico law of agency and the doctrines of negligent entrustment and *Respondeat Superior*;

34. Each of the above acts and/or omissions by Defendants Dish and John Doe were singularly and/or cumulatively a proximate and legal cause of the injuries, damages, and pain and suffering of the Plaintiff.

V.

COUNT III

Punitive Damages

35. Plaintiff restates and incorporates herein by reference foregoing paragraphs 1-34 as if fully pleaded herein and further states and alleges as follows:

36. The aforementioned acts and omissions of Defendants Dish and Defendant John Doe were not only negligence but were intentional, willful and gross negligence that resulted in Plaintiff's severe injuries and losses and entitles the Plaintiff to an award of punitive damages;

37. It is the intent of punitive damages to punish and/or deter the Defendants from future like conduct that injured the Plaintiff and could cause injury and damages to others;

38. Because the conduct by act or omission of Defendant Dish and Defendant John Doe was intentional, reckless and willful and/or with callous indifference to life, Plaintiff Dillon is entitled to recover an award of punitive damages against the Defendants in amounts to be determined at the trial of this case.

WHEREFORE, Plaintiff Dillon, prays for a money judgment against Defendants in an amount to be determined at time of trial to include, but not limited to: past and future medical expenses, non-medical expenses, past and future pain and suffering, lost household services, loss of enjoyment of life, loss of life expectancy, taking into account the nature, extent and duration of injury, pre- and post-judgement interest, costs, and such other and further relief as the Court deems just and proper.

Respectfully submitted,

HIGGINS LAW FIRM

/s/ John F. Higgins

John Frank Higgins

500 Marquette Ave NW, Suite 1200

Albuquerque, NM 87102

Tel: 505.944.5400

Email: john@higginslawfirm.com

-and-

LAW OFFICES OF ROBERT M. STRUMOR, LLC

/s/ Robert M. Strumor

Robert M. Strumor, Esq.

8 Likely Place, Unit A

Santa Fe, NM 87508

Tel: 505.660.2594

Email: rstrumor@gmail.com

4-206. Summons.

[For use with District Court Civil Rule 1-004 NMRA]

FILED
8TH JUDICIAL DISTRICT COURT
TAOS COUNTY NM
FILED IN MY OFFICE
7/15/2022 11:59 AM
LAUREN M. FELTS-SALAZAR
DISTRICT COURT CLERK
NC

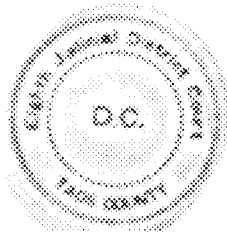
SUMMONS	
District Court: Eighth Judicial District Court Taos County, New Mexico Court Address: 105 Albright St., Suite N Taos, NM 87571 Court Telephone Number.: 575-758-3173	Case Number: D-820-CV-2022-00183 Judge:
Plaintiff(s): John Dillon v. Defendant(s): Dish Network, LLC	Defendant Dish Network, LLC Name: CORPORATION SERVICE COMPANY Address: 110 E. Broadway St. Hobbs, NM 88240

TO THE ABOVE NAMED DEFENDANT(S): Take notice that

1. A lawsuit has been filed against you. A copy of the lawsuit is attached. The Court issued this Summons.
2. You must respond to this lawsuit in writing. You must file your written response with the Court no later than thirty (30) days from the date you are served with this Summons. (The date you are considered served with the Summons is determined by Rule 1-004 NMRA) The Court's address is listed above.
3. You must file (in person or by mail) your written response with the Court. When you file your response, you must give or mail a copy to the person who signed the lawsuit.
4. If you do not respond in writing, the Court may enter judgment against you as requested in the lawsuit.
5. You are entitled to a jury trial in most types of lawsuits. To ask for a jury trial, you must request one in writing and pay a jury fee.
6. If you need an interpreter, you must ask for one in writing.
7. You may wish to consult a lawyer. You may contact the State Bar of New Mexico for help finding a lawyer at www.nmbar.org; 1-800-876-6227; or 1-505-797-6066.

Dated at Taos, New Mexico, this 22nd day of June, 2022.

Lauren M. Felts-Salazar
CLERK OF COURT



By: /s/ Nicole Concha
Deputy

Attorney for Plaintiff or
Plaintiff pro se

EXHIBIT B

Name: John F. Higgins
Address: 500 Marquette Ave NW, Suite 1200
Albuquerque, NM 87102
Telephone No.: (505) 944-5400
Fax No.: (505) 213-0900
Email Address: john@higginslawfirm.com

THIS SUMMONS IS ISSUED PURSUANT TO RULE 1-004 NMRA OF THE NEW MEXICO RULES OF CIVIL PROCEDURE FOR DISTRICT COURTS.

RETURN

STATE OF NEW MEXICO)
)ss
COUNTY OF Bernalillo)

I, being duly sworn, on oath, state that I am over the age of eighteen (18) years and not a party to this lawsuit, and that I served this summons in Bernalillo county on the 28 day of June, 2022, by delivering a copy of this summons, with a copy of complaint attached, in the following manner:

(check one box and fill in appropriate blanks)

☐ to the defendant _____ (used when defendant accepts a copy of summons and complaint or refuses to accept the summons and complaint)

☒ to the defendant by mail [courier service] as provided by Rule 1-004 NMRA (used when service is by mail or commercial courier service).

After attempting to serve the summons and complaint on the defendant by personal service or by mail or commercial courier service, by delivering a copy of this summons, with a copy of complaint attached, in the following manner:

☐ to _____, a person over fifteen (15) years of age and residing at the usual place of abode of defendant _____, (used when the defendant is not presently at place of abode) and by mailing by first class mail to the defendant at _____ (insert defendant's last known mailing address) a copy of the summons and complaint.

☐ to _____, the person apparently in charge at the actual place of business or employment of the defendant and by mailing by first class mail to the defendant at _____ (insert defendant's business address) and by mailing the summons and complaint by first class mail to the defendant at _____ (insert defendant's last known mailing address).

☐ to _____, an agent authorized to receive service of process for

defendant _____.

[] to _____, [parent] [guardian] [custodian] [conservator] [guardian ad litem] of defendant _____ (used when defendant is a minor or an incompetent person).

[] to _____ (name of person), _____, (title of person authorized to receive service. Use this alternative when the defendant is a corporation or an association subject to a suit under a common name, a land grant board of trustees, the State of New Mexico or any political subdivision).

Fees: _____

Margo Higgins
Signature of person making service

Title (if any)

Subscribed and sworn to before me this 14 day of July, 2022.


John Higgins
Judge, notary or other officer
authorized to administer oaths
Notary
Official title



USE NOTE

1. Unless otherwise ordered by the court, this return is not to be filed with the court prior to service of the summons and complaint on the defendant.
2. If service is made by the sheriff or a deputy sheriff of a New Mexico county, the signature of the sheriff or deputy sheriff need not be notarized.

[Adopted effective August 1, 1988; as amended by Supreme Court Order 05-8300-01, effective March 1, 2005; by Supreme Court Order 07-8300-16, effective August 1, 2007; by Supreme Court Order No. 12-8300-026, effective for all cases filed or pending on or after January 7, 2013; as amended by Supreme Court Order No. 13-8300-022, effective for all cases pending or filed on or after December 31, 2013; as amended by Supreme Court Order No. 14-8300-017, effective for all cases pending or filed on or after December 31, 2014.]

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY														
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p>														
<p>1. Article Addressed to:</p> <p>Dish Network LLC Corporation Service Company 110 E. Broadway St. Hobbs, NM 88240</p>  <p>9590 9402 7272 1284 5372 15</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>														
<p>2. Article Number (Transfer from service label)</p> <p>7021 2720 0000 1574 7450</p>	<p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Mail Restricted Delivery (RM)</td> <td></td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Collect on Delivery Restricted Delivery		<input type="checkbox"/> Mail Restricted Delivery (RM)	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®														
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™														
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery														
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™														
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery														
<input type="checkbox"/> Collect on Delivery Restricted Delivery															
<input type="checkbox"/> Mail Restricted Delivery (RM)															
<p>PS Form 3811, July 2020 PSN 7530-02-000-9053</p>	<p>Domestic Return Receipt</p>														

4-206. Summons.

[For use with District Court Civil Rule 1-004 NMRA]

FILED
8TH JUDICIAL DISTRICT COURT
TAOS COUNTY NM
FILED IN MY OFFICE
7/15/2022 12:01 PM
LAUREN M. FELTS-SALAZAR
DISTRICT COURT CLERK

NC

SUMMONS	
District Court: Eighth Judicial District Court Taos County, New Mexico Court Address: 105 Albright St., Suite N Taos, NM 87571 Court Telephone Number.: 575-758-3173	Case Number: D-820-CV-2022-00183 Judge:
Plaintiff(s): John Dillon v. Defendant(s): Dish Network Service, LLC	Defendant Dish Network Service, LLC Name: CORPORATION SERVICE COMPANY Address: 110 E. Broadway St. Hobbs, NM 88240

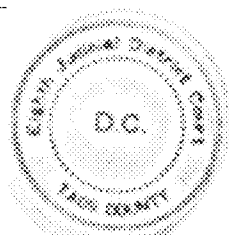
TO THE ABOVE NAMED DEFENDANT(S): Take notice that

1. A lawsuit has been filed against you. A copy of the lawsuit is attached. The Court issued this Summons.
2. You must respond to this lawsuit in writing. You must file your written response with the Court no later than thirty (30) days from the date you are served with this Summons. (The date you are considered served with the Summons is determined by Rule 1-004 NMRA) The Court's address is listed above.
3. You must file (in person or by mail) your written response with the Court. When you file your response, you must give or mail a copy to the person who signed the lawsuit.
4. If you do not respond in writing, the Court may enter judgment against you as requested in the lawsuit.
5. You are entitled to a jury trial in most types of lawsuits. To ask for a jury trial, you must request one in writing and pay a jury fee.
6. If you need an interpreter, you must ask for one in writing.
7. You may wish to consult a lawyer. You may contact the State Bar of New Mexico for help finding a lawyer at www.nmbar.org; 1-800-876-6227; or 1-505-797-6066.

Dated at Taos, New Mexico, this 22nd day of June, 2022.

Lauren M. Felts-Salazar
CLERK OF COURT

By: /s/ Nicole Concha
Deputy



Attorney for Plaintiff or
Plaintiff pro se

EXHIBIT C

RETURN¹

STATE OF NEW MEXICO)
)ss
COUNTY OF Bernalillo)

(check one box and fill in appropriate blanks)

[] to the defendant _____ (used when defendant accepts a copy of summons and complaint or refuses to accept the summons and complaint)

~~to the defendant by [mail] [courier service] as provided by Rule 1-004 NMRA (used when service is by mail or commercial courier service).~~

After attempting to serve the summons and complaint on the defendant by personal service or by mail or commercial courier service, by delivering a copy of this summons, with a copy of complaint attached, in the following manner:

[] to _____, a person over fifteen (15) years of age and residing at the usual place of abode of defendant _____, (used when the defendant is not presently at place of abode) and by mailing by first class mail to the defendant at _____ (insert defendant's last known mailing address) a copy of the summons and complaint.

[] to _____, the person apparently in charge at the actual place of business or employment of the defendant and by mailing by first class mail to the defendant at _____ (insert defendant's business address) and by mailing the summons and complaint by first class mail to the defendant at _____ (insert defendant's last known mailing address).

[] to _____, an agent authorized to receive service of process for

defendant _____.

[] to _____, [parent] [guardian] [custodian] [conservator] [guardian ad litem] of defendant _____ (used when defendant is a minor or an incompetent person).

[] to _____ (name of person), _____, (title of person authorized to receive service. Use this alternative when the defendant is a corporation or an association subject to a suit under a common name, a land grant board of trustees, the State of New Mexico or any political subdivision).

Fees: _____

Margo Higgins
Signature of person making service

Title (if any)

Subscribed and sworn to before me this 14 day of July, 2022.

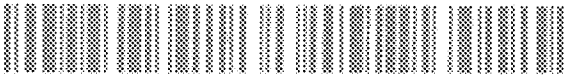
John Higgins
Judge, notary or other officer
authorized to administer oaths
Notary
Official title



USE NOTE

1. Unless otherwise ordered by the court, this return is not to be filed with the court prior to service of the summons and complaint on the defendant.
2. If service is made by the sheriff or a deputy sheriff of a New Mexico county, the signature of the sheriff or deputy sheriff need not be notarized.

[Adopted effective August 1, 1988; as amended by Supreme Court Order 05-8300-01, effective March 1, 2005; by Supreme Court Order 07-8300-16, effective August 1, 2007; by Supreme Court Order No. 12-8300-026, effective for all cases filed or pending on or after January 7, 2013; as amended by Supreme Court Order No. 13-8300-022, effective for all cases pending or filed on or after December 31, 2013; as amended by Supreme Court Order No. 14-8300-017, effective for all cases pending or filed on or after December 31, 2014.]

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <input type="checkbox"/> C. Date of Delivery</p>
<p>1. Article Addressed to:</p> <p>Dish Network Service, LLC Corporation Service Company 110 E. Broadway Street Hobbs, NM 88240</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
 <p>9590 9402 7272 1284 5371 85</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> Registered Mail Restricted Delivery (\$500)</p>
<p>2. Article Number (Transfer from service label)</p> <p>7021 2720 0000 1574 7443</p>	
<p>PS Form 3811, July 2020 PSN 7530-02-000-9053</p>	<p>Domestic Return Receipt</p>

FILED
8TH JUDICIAL DISTRICT COURT
TAOS COUNTY NM
FILED IN MY OFFICE
7/15/2022 12:04 PM
LAUREN M. FELTS-SALAZAR
DISTRICT COURT CLERK

4-206. Summons.

[For use with District Court Civil Rule 1-004 NMRA]

NC

SUMMONS	
District Court: Eighth Judicial District Court Taos County, New Mexico Court Address: 105 Albright St., Suite N Taos, NM 87571 Court Telephone Number.: 575-758-3173	Case Number: D-820-CV-2022-00183 Judge:
Plaintiff(s): John Dillon v. Defendant(s): John Doe c/o Dish Network Service, LLC	Defendant John Doe c/o Dish Network Service, LLC Name: CORPORATION SERVICE COMPANY Address: 110 E. Broadway St. Hobbs, NM 88240

TO THE ABOVE NAMED DEFENDANT(S): Take notice that

1. A lawsuit has been filed against you. A copy of the lawsuit is attached. The Court issued this Summons.

2. You must respond to this lawsuit in writing. You must file your written response with the Court no later than thirty (30) days from the date you are served with this Summons. (The date you are considered served with the Summons is determined by Rule 1-004 NMRA) The Court's address is listed above.

3. You must file (in person or by mail) your written response with the Court. When you file your response, you must give or mail a copy to the person who signed the lawsuit.

4. If you do not respond in writing, the Court may enter judgment against you as requested in the lawsuit.

5. You are entitled to a jury trial in most types of lawsuits. To ask for a jury trial, you must request one in writing and pay a jury fee.

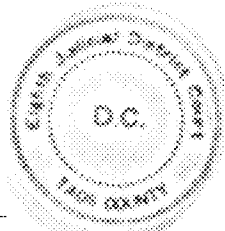
6. If you need an interpreter, you must ask for one in writing.

7. You may wish to consult a lawyer. You may contact the State Bar of New Mexico for help finding a lawyer at www.nmbar.org; 1-800-876-6227; or 1-505-797-6066.

Dated at Taos, New Mexico, this 22nd day of June, 2022.

Lauren M. Felts-Salazar
CLERK OF COURT

/s/ Nicole Concha
By: _____
Deputy



Attorney for Plaintiff or
Plaintiff pro se

EXHIBIT D

RETURN¹

STATE OF NEW MEXICO)
COUNTY OF Bernalillo)ss

(check one box and fill in appropriate blanks)

[] to the defendant _____ (used when defendant accepts a copy of summons and complaint or refuses to accept the summons and complaint)

~~to the defendant by [mail] [courier service] as provided by Rule 1-004 NMRA (used when service is by mail or commercial courier service).~~

After attempting to serve the summons and complaint on the defendant by personal service or by mail or commercial courier service, by delivering a copy of this summons, with a copy of complaint attached, in the following manner:

[] to _____, a person over fifteen (15) years of age and residing at the usual place of abode of defendant _____, (used when the defendant is not presently at place of abode) and by mailing by first class mail to the defendant at _____ (insert defendant's last known mailing address) a copy of the summons and complaint.

[] to _____, the person apparently in charge at the actual place of business or employment of the defendant and by mailing by first class mail to the defendant at _____ (insert defendant's business address) and by mailing the summons and complaint by first class mail to the defendant at _____ (insert defendant's last known mailing address).

[] to _____, an agent authorized to receive service of process for

defendant _____.

[] to _____, [parent] [guardian] [custodian] [conservator] [guardian ad litem] of defendant _____ (used when defendant is a minor or an incompetent person).

[] to _____ (name of person), _____, (title of person authorized to receive service. Use this alternative when the defendant is a corporation or an association subject to a suit under a common name, a land grant board of trustees, the State of New Mexico or any political subdivision).

Fees: _____

Margo Higgins
Signature of person making service

Title (if any)

Subscribed and sworn to before me this 14 day of July, 2022.

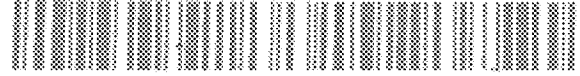
John Higgins
Judge, notary or other officer
authorized to administer oaths
Notary
Official title



USE NOTE

1. Unless otherwise ordered by the court, this return is not to be filed with the court prior to service of the summons and complaint on the defendant.
2. If service is made by the sheriff or a deputy sheriff of a New Mexico county, the signature of the sheriff or deputy sheriff need not be notarized.

[Adopted effective August 1, 1988; as amended by Supreme Court Order 05-8300-01, effective March 1, 2005; by Supreme Court Order 07-8300-16, effective August 1, 2007; by Supreme Court Order No. 12-8300-026, effective for all cases filed or pending on or after January 7, 2013; as amended by Supreme Court Order No. 13-8300-022, effective for all cases pending or filed on or after December 31, 2013; as amended by Supreme Court Order No. 14-8300-017, effective for all cases pending or filed on or after December 31, 2014.]

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p>
<p>1. Article Addressed to:</p> <p>John Doe c/o Dish Network Service, LLC Corporation Service Company 110 E. Broadway St. Hobbs, NM 88240</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
 9590 9402 7272 1284 5372 39	<p>3. Service Type</p> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery </div> <div> <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery </div> </div>
<p>2. Article Number (Transfer from service label)</p> <p>7021 2720 0000 1574 7436</p>	<p>Mail Restricted Delivery (3)</p>
<p>PS Form 3811, July 2020 PSN 7530-02-000-9053</p>	<p>Domestic Return Receipt</p>